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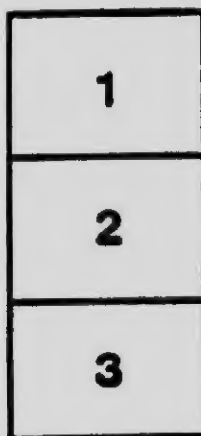
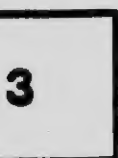
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Prospectus

**MACDONALD
OILS Limited**

Non-Personal Liability



TOTAL ACREAGE 5200

Filed with the Register of Joint Stock
Companies of Alberta.

Incorporated under the Laws of The
Province of Alberta.

Prospectus
OF
MACDONALD OILS
LIMITED

(Non-Personal Liability.)

Directors

J. W. MACDONALD, Esq., Capitalist,
Calgary, Alberta.

A. S. ESTEY, Esq., Physician and Surgeon,
Calgary, Alberta.

C. A. McMONAGLE, Broker,
Calgary, Alberta.

S. A. MacDONALD, Calgary, Alberta.

Bankers:

UNION BANK OF CANADA

Solicitor:

H. P. SAUNDERS, Esq. B. C. L.

Auditor:

BENJAMIN WARD.

Head Office:

14-15 and 16 Oil Exchange
Centre St and Seventh Ave.

MACDONALD OILS LIMITED

(NON-PERSONAL LIABILITY.)

Prospectus

The Company is incorporated under the provisions of Section 68 of The Companies Ordinance in force in the Province of Alberta, with an authorized capital of One Million Dollars, divided into One million shares of One (\$1.00) dollar each.

a. One hundred shares has been filed at the qualification of a Director.

b. None of the shares held by the Directors are taken otherwise than in their own right as beneficial owners.

c. The minimum subscription on which the Directors may proceed to commence business is five thousand shares (\$5000), the amount payable on application and allotment of each share is one dollar (\$1.00) the par value thereof.

d. There are no shares or debentures issued or agreed to be issued as fully paid or partly paid up or otherwise than in cash and all shares subscribed for will be in cash excepting for the consideration as hereinafter stated in paragraph h.

e. The Company proposes to purchase or acquire out of the proceeds of sale of stock or by the issue and allotment of stock the following leasehold properties, covering the rights for mining, prospecting and operating for oil, petroleum and natural gas, provisional contracts have been entered into with the owners or holders of the following in part described leasehold properties, for the purchase by the company of the same:

A lease from the Crown of the oil, petroleum and natural gas in, under and upon the following:—

S. E. 1-4 Section 28, Township 26, Range 5, West of 5th M.				
S.E. 1-4 W. 1-5	36,	36,	5,	.
W. 1-3 N.E. 1-4	36,	36,	5,	.
E. 1-2 S.W. 1-4	18,	36,	5,	.
S. W. 1-4	37,	36,	5,	.
N. E. 1-4	18,	36,	5,	.
S. E. 1-4	34,	36,	5,	.
N.E.1-4 L.S. 546	14,	36,	5,	.
N. E. 1-4	16,	36,	4,	.
W. 1-3 S. E. 1-4	11,	36,	4,	.
W. 1-3 S. E. 1-4	10,	31,	4,	.
N. 1-2 S. E. 1-4	18,	31,	4,	.
N. 1-2 S. E. 1-4	28,	31,	4,	.
N. 1-2 S.W. 1-4	23,	32,	5,	.
N. 1-2	97,	28,	7,	.

A. The amount estimated for preliminary expenses is One Thousand dollars, including all expenses prior to the commencement of active operations.

B. Nothing is to be paid to any promoter.

C. The amount intended to be reserved for working capital will be 65 per cent. of the capital.

D. Copies of all papers, contracts, plans and information may be had and seen and full particulars will be given, at the Head Office of the Company in the city of Calgary, in the Province of Alberta.

E. Benjamin Ward, Accountant, of Calgary, Alberta, is the Auditor of the Company.

F. The Company is organized under the provisions of the Companies Ordinance Section 68 and following sections which provide for the issue of shares without personal liability by Mining Companies and no further liability is incurred by any shareholder beyond the amount subscribed for.

G. Prospectuses and forms of application for shares can be obtained at the Head Office of the Company.

Dated at the City of Calgary, in the Province of Alberta, this First day of June A. D. 1914.

JAMES WARD MACDONALD

ALFRED S. ESTEY

Signed

CHARLES A. McMONAGLE

S. A. MACDONALD

Directors of The Macdonald Oils Limited

Witness of all the signatures hereto subscribed.

H. P. SAUNDERS

MEMORANDUM of ASSOCIATION MACDONALD OILS LIMITED

Non-Personal Liability

(1) The name of the Company is Macdonalds Oils Limited. (Non-personal liability.)

2. The Head Office of the Company will be situate at the City of Calgary in the Province of Alberta.

3. The objects for which the Company is to be incorporated are as follows:

(1) To obtain by purchase, lease, hire, discovery, location, or otherwise, and hold within the Province mines, mineral claims, mine leases, prospects, mining lands and mining rights of every description, and to work, develop, operate and turn the same to account and to sell or otherwise dispose of the same or all or any of them or any interest therein.

(2) To dig, bore, raise, crush, wash, smelt, assay, analyse, reduce, amalgamate and otherwise treat gold, silver, copper, lead, ore, or deposits, and other minerals and metallic substances and compounds of all kinds, whether belonging to the Company or not, and to render the same merchantable, and to buy, sell and deal in the same or any of them.

(3) To carry on the business of a mining, smelting, milling and refining company in all or any of its branches.

(4) To acquire by purchase, lease, hire, exchange, or otherwise such timber lands or leases, timber claims, licenses to cut timber, surface rights and rights of way, water rights and privileges, mills, factories, furnaces for smelting and treating ores and refining metals, machinery, plant or other real or personal property as may be necessary for or conducive to the proper carrying out of any of the objects of the Company.

(5) To carry on the business of searching for, prospecting, preparing, reducing, refining, piping, storing, transporting, supplying, buying, selling, manufacturing and distributing petroleum and other oils and their products and by-products, and generally and particularly to deal in lands containing or believed to contain petroleum and other springs and deposits and natural gas.

(6) To purchase, take on lease or otherwise acquire and to hold, lease, mortgage, sell, exchange or otherwise dispose of any real and personal property and any rights, franchises, privileges and easements which the Company may think it expedient or desirable to purchase for the purpose of its business, subject to Section 63, of the Companies Ordinance.

(7) To acquire the good-will of any business and acquire or undertake the sale of all or any of the assets and liabilities of any such business and take over as a going concern the business in connection therewith, subject to section 63 of The Companies Ordinance.

(8) To purchase or otherwise acquire all or any part of the business, property and liabilities of any company, society, partnership or person formed for all or any of the purposes within the objects of this Company, and to conduct and carry on or liquidate and wind up any such business.

(9) To construct, maintain, alter, make, work, and operate on the property of the Company, or on property controlled by the Company, any canals, drains, roads, ways, tramways, bridges and reservoirs, dams, flumes, race and other ways, water-courses, aqueducts, wells, wharves, piers, furnaces, saw-mills, crushing works, smelting works and concentrating works, hydraulic machinery, electrical works and appliances, warehouses, machinery, plant, stores and other works, to let on lease or on hire the whole or any part of the real and personal property of the Company on such terms as the Company shall determine.

(10) To apply for, purchase or otherwise acquire any patent rights, licenses, concessions and the like concerning any exclusive or non-exclusive or limited rights, to use any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or of the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, transfer or grant licenses in respect of or otherwise turn to account the rights, information so acquired.

(11) To enter into any agreement with any Government or authority, Federal, Provincial, Municipal, Local or otherwise, that may seem conducive to the Company's interest or any of them and to obtain from such Government or authority or take over from other persons or company possessing the same, any rights, privileges, and concessions which the Company may think it expedient to obtain and to carry on and out and utilise

the same and to obtain or assist in obtaining any acts of Parliament or of Legislature or any sanctions or orders of any such Government or authorities which the Company may deem proper.

(12) To subscribe for, take, acquire, hold, sell and give guarantees by way of underwritings or otherwise in relation to stock, shares, debentures, obligations and securities of any company, of any municipal, public or local board of authority.

(13) To do all acts and things which may be necessary or desirable in connection with or to procure for the company a legal recognition, domicile and status in any Province, State or Territory in which any of its property, estate, effects or rights may be situated, or in which the company may desire to carry on business, and to appoint local boards or committees, attorneys or agents with such powers as the Directors of the Company may determine, to represent the company in any such Province, Territory or State.

(14) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, cheques, bills of lading, warehouse receipts, warrants, securities under the Bank Act, bonds, debentures, mortgages and other negotiable or transferable instruments or securities of every nature and kind whatsoever.

(15) To borrow or raise money for the purpose of the Company, but so that the amount so borrowed or raised shall not without the sanction of the General Meeting of the Company exceed one-quarter of the amount of other purpose, to mortgage or charge the undertaking or pose of securing such money and interest, or for any or all or any part of the property of the Company present or after required, and to create, issue, make, draw, accept, and negotiate perpetual or redeemable debentures of debenture stock, promissory notes, bills of exchange, bills of lading, warrants, obligations and other negotiable and transferable instruments, provided however, that the restriction in this sub-section contained as to borrowing without the sanction of a General Meeting shall not be deemed to be imperative and shall in no wise limit, control, or effect any power of borrowing vested in the Board of Directors of the Company, or of the Company under Memorandum of Association, or the Articles of Association, or by by-laws of the Company.

(16) To issue, or guarantee the issue of, or the payment of, interest on the shares, debenture stock, debenture bonds or other securities or obligations of any company or association and to pay or provide for brokerage, commission and underwriting in respect of any such issue.

(17) To advance and lend money upon such security as may be thought proper or without taking any security therefor.

(18) To acquire by subscription, purchase or otherwise and to accept and take hold or sell shares or stock in any company, society, or undertaking, the objects of which shall in whole or in part be similar to those of this company, or such as may be likely to promote or advance the interests of this Company.

(19) To establish agencies and branches in the Dominion of Canada and elsewhere and to regulate and discontinue the same.

(20) To provide for the welfare of persons in the employment of the Company, or formerly engaged in any business acquired by the Company, and the wives and widows and families of such persons by grants of money, pensions, insurance or other payment and by providing or subscribing towards such places of instruction and recreation and hospital dispensaries, medical and other attendance and other assistance as the Company shall think fit, and to form, subscribe to, or otherwise aid benevolent, religious, scientific, national or other institutions or objects which shall have any moral or other claim to support or aid by the Company by reason of the locality of its operations or otherwise.

(21) To enter into and carry into effect any arrangement for the joint working in business or for sharing of profits or for amalgamation with any other company or any partnership or any person, or any persons carrying on business within the objects of this Company.

(22) To establish, promote and otherwise assist any company or companies for the purpose of furthering any of the objects of this Company.

(23) To pay the expenses or any preliminary and incidental to the formation, establishment, registration of the Company.

(24) Upon any issue of shares, bonds, debentures, or other securities of the Company to employ brokers, commission agents and underwriters, and to provide for the remuneration of such persons for their services by payment in cash or by the issue of shares, debenture or other securities of the Company or by the granting of

options to take the same, or in any other manner allowed by law.

(25) To sell, lease, exchange, or otherwise deal with the whole of the undertakings and property and rights of the Company or any part thereof, for such consideration as the Company may deem fit, and in particular for any shares, (whether credited as partly or fully paid up or otherwise) debentures or securities of any other company and to divide such part or parts as may be determined by the Company of the purchase money, whether in cash, shares or other equivalent, which may at any time be received by the Company on a sale of or other dealing with the whole or part of the property, estate, effects and rights of the Company, among the members of the Company by way of dividend or bonus in proportion to their shares or to the amount paid on their shares or otherwise to deal with the same as the Company may determine.

(26) To pay for any lands, business, property, rights, privileges, concessions, acquired or agreed to be acquired by the Company, and generally to satisfy any payments by, or obligation by the Company, by the issue of this or any other Company credited as partly or fully paid-up, or of debentures or other securities of this or of any other Company credited as fully or partly paid up.

(27) To distribute any of the assets of the Company among the members in specie and particularly any bonds, debentures or other security or securities of any other Company formed to take over the whole or any part of the assets, or liabilities of this Company, but so that no distribution amounting to a reduction of the capital be made without the sanction of the Court where necessary.

(28) To do all or any of the matters hereby authorized either alone or in conjunction with or as factors or agents for any other company or persons, or by or through any factors or agents for any other company or persons.

(29) To hold in the name of others any property which the Company is authorized to acquire, and to carry on or do all or any other matter aforesaid in the Province of Alberta or any other State of Colony, and either in the name of the Company or any company, firm, or persons as trustees for this Company.

(30) The liability of the members is limited and no liability beyond the amount actually paid upon shares and stocks in this Company by the subscribers thereto or holders thereof shall attach.

(31) The capital of the Company is One Million Dollars (\$1,000,000), divided into One Million Shares (1,000,000) of \$1.00 each.

PROVIDED that nothing herein contained shall be deemed to confer upon the Company any powers to which the jurisdiction of the Legislature of the Province of Alberta does not extend, and particularly shall not be deemed to confer the right to issue promissory notes in the nature of Bank Notes, and all powers in the said Memorandum of Association shall be exercisable subject to the provision of the law enforced in Alberta and regulations made thereunder in respect to the matters therein referred to, and especially with respect to the construction and operation of railways, telegraph and telephone lines the business of insurance, and any other business with respect to which special laws and regulations made to now or may be hereafter put in force.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names, and undertake and consent and agree to act as first Directors of the Company.

Names, Addresses and Descriptions of Subscribers

No. of Shares taken by each Subscriber

JAMES WARD MACDONALD 1019-5 th, Ave. W.

Calgary Alta. 100 Shares

Charles A. McMonagle 1 Brennan apt. Calgary Alta. 100 Shares

Alfred S. Estey 510 1st St. West, Calgary Alta. 100 Shares

S. A. MacDonald 1019-5 th, Ave. W. Calgary Alta. 100 Shares

Dated at Calgary, Alberta, this 1st day of June, A.D. 1914

Witness to the above signatures:

H. P. SAUNDERS.

ARTICLES OF ASSOCIATION OF MACDONALD OILS LIMITED

Subject as hereinafter provided the regulation of the Table "A" in the first Schedule of the Company "ordinance" shall apply to this Company.

1. At the end of Clause (3) of the said Table "A" the following words shall be added, namely: The shares shall be under the control of the Directors, who may allow the same to such persons or corporations on such terms and conditions and at such times as the Directors may think fit.

2. Clause (44) of the said Table "A" shall be excluded and the following substituted: "Every member shall have one vote for every share."

3. Clause (57) of the said Table "A" shall be excluded and the following substituted: The office of a Director shall be vacated—

(a) If he become bankrupt or suspends payment or compound with his creditors;

(b) If he is found a lunatic or becomes of unsound mind;

(c) If he ceases to be a shareholder;

(d) If by notice in writing to the Company he resigns his office.

NO DIRECTOR shall be disqualified from office by contracting with the Company, either as vendor, purchaser or otherwise; nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company with any company or partnership, of, or in which any Director shall be a member or otherwise interested, be voided, nor shall any Director so contracting or being such member or so interested be liable to account to this Company for any profit realized by such contract or arrangement by reason of such Director holding office or of the fiduciary relation thereby established, but no such Director shall vote in respect of any such contract or arrangement, and the nature of his interest must be disclosed by him at the meeting of the board at which the contract or arrangement is determined on, if his interest then exists, or in any other case at the first meeting of the board after the acquisition of his interest.

A Director may hold any office or position of emolument under the Company and may be manager, office secretary, clerk or employee of the Company, in conjunction with the office of Director, at such remuneration, salary or wages as may be agreed upon, and for such purpose may enter into any contract or arrangement, and shall not thereby be ineligible for the position of Director, nor shall the office of Director thereby affected.

4. Clause (56) of said Table "A" shall be excluded and the following substituted: At the first ordinary meeting after the registration of the Company all the Directors shall retire from office; and at the first ordinary meeting in every subsequent year all the Directors for the time being shall retire from office.

5. Clause (59) of said Table "A" shall be excluded.

6. Clause (61) of said Table "A" shall be excluded and the following substituted: The election of Directors shall take place by ballot yearly at the first ordinary meeting of the Company for the year.

7. At the end of Clause (71) of said Table "A" the following clause shall be added:

A resolution in writing, signed by all the Directors, shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.

A resolution in writing, signed by all the members of the Company, without any notice in writing, shall be as valid and effectual as if it had been passed at a general meeting, ordinary meeting or other meeting of the Company, duly called and constituted.

Meeting of Directors may be held at any place or places the Directors may by resolution fix or appoint.

8. Without prejudice to the general powers of Directors and the other powers conferred by the regulations and said Table "A" as added to or amended herein, the Directors shall have the following powers, that is to say, power

9. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.

10. The Company may at any time pay a commission to any person for subscribing or agreeable to subscribe for any shares in the Company, or procuring or agreeing to procure subscriptions for any shares in the Company, but so that if the commission shall be paid or payable out of the capital the statutory conditions and requirements shall be observed and complied with, and the commission shall not exceed (Ten) 10 per cent. on the

shares in each case subscribed or agreed to be subscribed.

11. Where it is proposed to pass a special resolution, the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convene the second meeting contingently on the resolution being passed by the requisite majority at the first meeting.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital stock of the Company set opposite our names.

Names, Addresses, and Descriptions of Subscribers.

Number of Shares taken by each Subscriber.

James W. MacDonald, Capitalist, 1009 5th Ave. W. Calgary, Alta. 100 Shares

Chas. A. McMenagie, Broker, 1 Brennan apt. Calgary, Alberta 100 Shares

Alfred S. Estey, Physician, 230 1st St. West, Calgary, Alberta, 100 Shares

J. A. MacDonald, Capitalist, 1019 5th Ave. West Calgary, Alberta 100 Shares

DATED AT THE CITY OF CALGARY, in the Province of Alberta, this 1st day of June, A.D. 1914.

Witness to all the Signatures hereto subscribed:

H. F. SAUNDERS.

(a) The Articles of Association do not fix the number of shares necessary for the qualification as a Director, and the same will be determined by the Company in general meeting.

(b) The names and addresses and addresses of the present Directors of the Company and the number of shares agreed to be taken by them respectively are as follows:

JAMES WARD MACDONALD 1019 5th Ave. West
Calgary, Alberta 100 Shares

Charles A. McMenagie, 1 Brennan apt., Calgary, Alta. 100 shares

ALFRED S. ESTEY, 230 1st Street West, Calgary, Alta. 100 Shares

J. A. MACDONALD, 1019 5th Ave. West, Calgary, Alberta 100 Shares

None of the shares held by the said Directors are taken otherwise than in their own right as beneficial owners.

(c) The minimum subscription on which the Directors may proceed to commence business is Ten Thousand shares. The amount payable on application and allotment of each share is One Dollar (\$1.00), the par value thereof.

(d) There are no shares or debentures issued or agreed to be issued in fully or partly paid up or otherwise than in cash, and all shares subscribed for will be in cash, excepting for the consideration as hereinafter stated in Paragraph (h).

(e) The Company proposes to purchase or acquire out of the proceeds of sale of stock or by the issue and allotment of stock, the following leasehold properties, covering the rights for mining, prospecting and operating for oil petroleum and natural gas. Provisional contracts have been entered into with the owners or holders of the following in part described leasehold properties, for the purchase by the Company of the same:

A lease from the Crown of the Oil, Petroleum and Natural Gas in, under and upon the following:

PARAGRAPHS (H)

HOLDINGS

S. E. 1-4 Section 28, Township 25, Range 5, West of 5th M.									
S. E. 1-4 W. 1-2	35,		28,		5,				
W. 1-2 N. E. 1-4	29,		29,		5,				
E. 1-2 S. W. 1-4	18,		33,		5,				
S. W. 1-4	27,		30,		6,				
N. E. 1-4	18,		30,		5,				
S. E. 1-4	24,		30,		6,				
N. E. 1-4 L. S. 546	14,		30,		5,				
N. E. 1-4	16,		32,		4,				

The Vendor or Assignor is James Ward MacDonald whose address is 1919 5th Avenue West Calgary, Alberta.

The number of paid up Non-Assessable and non Personal Liability shares of One dollar (\$1.00) each to be issued as part payment of the above leases is 135.00 and the Balance to be paid in cash \$62,000.00 out of the Proceeds, being out of the 25 per cent. of the Capital set aside for Purchasing purposes.

W. 1-2 S. E. 1-4	11,		29,		4,				
W. 1-2 S. E. 1-4	10,		31,		4,				
N. 1-2 S. E. 1-4	18,		31,		4,				
N. 1-2 S. E. 1-4	28,		31,		4,				

The Vendor or Assignor is S. A. MacDonald whose Address is 1019 5th Avenue W. Calgary

The number of paid up Non-Assessable and non-personable liability shares of One dollar (\$1.00) each to be issued as part payment of the above Leases is 144.000 and balance to be paid in cash \$48,000.00 out of the proceeds, being out of the 25 per cent of the Capital set Aside for purchasing Purposes.

N. 1-2 S. W. 1-4	33,		33,		5,				
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Vendor or Assignor is James Simms Sterling whose address is Calgary The number of paid up non-assessable and non-personal liability shares of One Dollar [\$1.00] each to be issued as part payment of the above Leases is 35,000 and the balance to be paid in cash \$12,000.00 out of the proceeds, being out of the 25 per cent. of the Capital set aside for purchasing purposes.

N. 1-2	27,		35,		7,				
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The Vendors or Assignors is Alfred S. Estey and Charles A. McMonagle whose address is 510 First Street West, Calgary, Alberta. the number of paid up non-Assessable and non-personal liability Shares of One Dollar \$1.00 each to be as part payment of the above Leases is 24,000 and the balance to be paid in cash \$5,000.00 out of the Proceeds. Being out of the 25 per cent. of the Capital Set aside for Purchasing Purposes.

A. The amount estimated for preliminary expenses is One Thousand dollars including all expenses prior to the the commencement of active operations.

B. Nothing is to be paid to any promoter.

C. The amount intended to be reserved for working capital will be 65 per cent. of the capital.

D. Copies of all papers, contracts, plans and information may be had and seen and full particulars will be given, at the Head Office of the Company in the city of Calgary; in the Province of Alberta.

E. Benjamin Ward, Accountant, of Calgary, Alberta, is the Auditor of the Company.

F. The Company is organised under the provisions of the Companies Ordinance Section 53 and following sections which provide for the issue of shares without personal liability by Mining Companies and no further liability is incurred by any shareholder beyond the amount subscribed for.

G. Prospectuses and forms of application for shares can be obtained at the Head Office of the Company.

Dated at the City of Calgary, in the Province of Alberta, this First day of June A. D. 1914.

JAMES WARD MACDONALD

ALFRED S. ESTEY

Signed CHARLES A. McMONAGLE

S. A. MACDONALD

Directors of The MacDonald Oils Limited

Witness of all the signatures hereto subscribed.

H. P. BAUN DRES



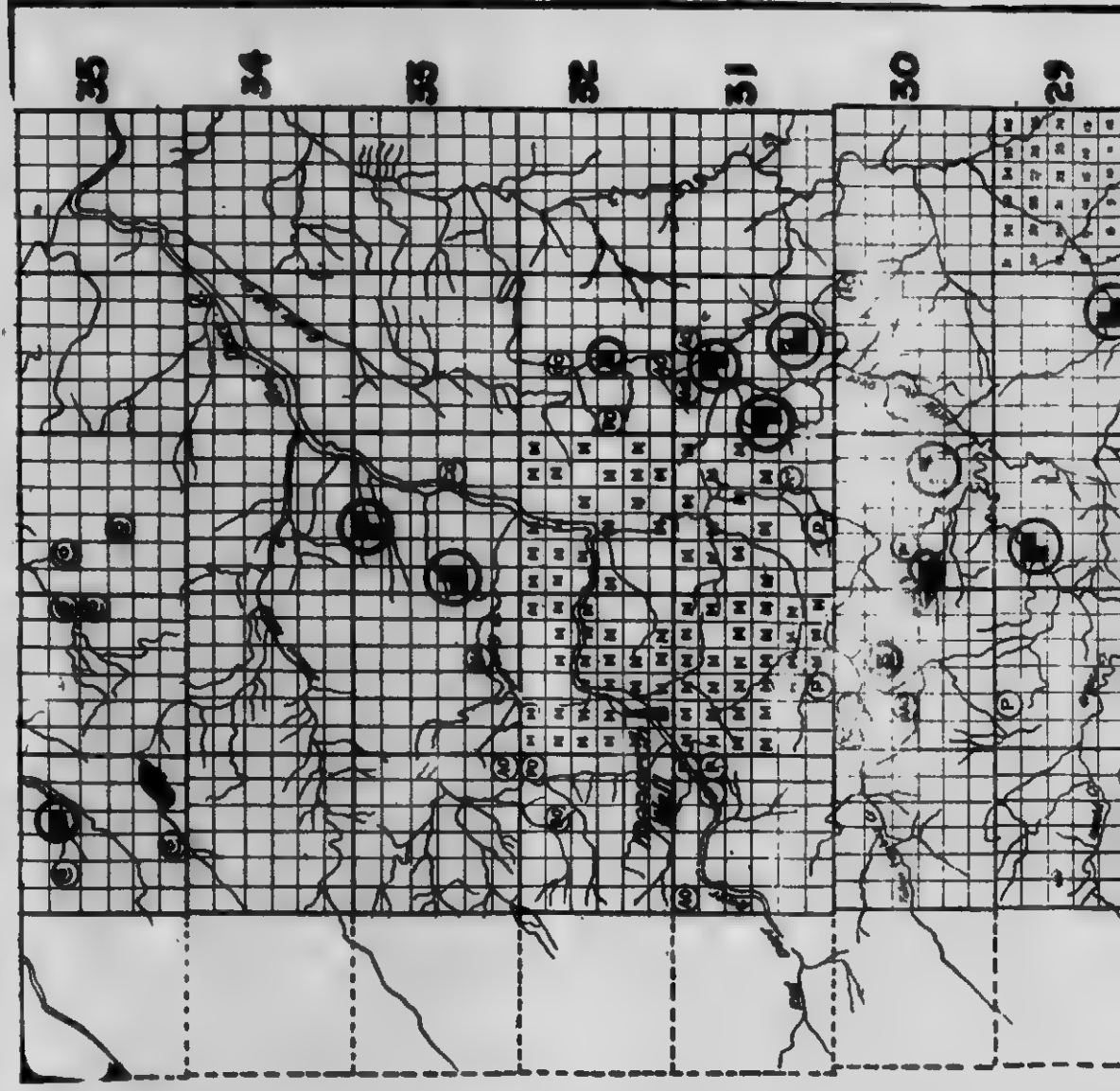
**MAP OF PART OF SOUTH ALBERTA
SHOWING WELLS PROPOSED AND OPERATING
AND HOLDINGS OF**

MACDONALD OILS LIMITED

NON-PERSONAL LIABILITY AUTHORIZED CAPITAL \$1,000,000

Registered Office 14, 15, 16, Oil Exchange Building, Calgary

R 8 R 7 R 6 R 5 R 4 R 3



S. E. 1-4
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